

Cedar Rapids CSD

PPME #2003 (Blue Collar) 7/1/2005 6/30/2008

AGREEMENT

between

**Local 2003, Public, Professional  
& Maintenance Employees**

and the

**Cedar Rapids  
Community School District**

**Cedar Rapids, Iowa**

**2005-2008**

**(For the year 2005-2006)**

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## **ARTICLE I RECOGNITION**

### **A. UNIT**

The Cedar Rapids Community School District hereby recognizes Public, Professional & Maintenance Employees Local Union 2003, State of Iowa, as the exclusive bargaining agent for all personnel as set forth in the PERB certification instrument (Case #215) issued by the Public Employees Relations Board on May 19, 1975. This shall include all such personnel on an authorized leave of absence, but shall not include any position which is supervisory or administrative in nature.

The unit described in the above certification is as follows:

**INCLUDED:** All painters employed by the school district.

**EXCLUDED:** Part-time employees, temporary employees, administrative assistants, directors and their assistants, supervisors and all other persons excluded by Section 4 of the Public Employees Relations Act.

### **B. DEFINITIONS**

1. The term, "school district," as used in this Agreement, shall mean the Cedar Rapids Community Schools, in the County of Linn, State of Iowa, its Board of Directors, or its duly authorized representatives.
2. The term, "Union," as used in this Agreement, shall mean the Public, Professional & Maintenance Employees Local Union 2003, State of Iowa, or its duly authorized representatives.
3. The term, "employee," as used in this Agreement, shall mean all persons described in the bargaining unit as set forth in Section A of this Article.
4. The term, "part-time employee," as used in this Agreement, shall mean all employees whose regular work week is less than thirty (30) hours per week.
5. The term, "temporary employee," as used in this Agreement, shall mean all employees employed on an uninterrupted basis by the school district for ninety (90) calendar days or less.

## **ARTICLE II WORK DAY AND WORK WEEK**

### **A. WORK DAY**

The "regular work day" shall consist of eight (8) hours between 7:00 a.m. and 5:30 p.m. Employees may be required to work adjusted daily schedules when given at least three (3) calendar days advance notice by the responsible administrator, or in the event of an emergency. When there is not an emergency and there is no advance notice given, the employee shall be paid for the overtime work at the appropriate rate, provided s/he has worked the regular work week. When an employee is required to work an adjusted daily

schedule, other than the "regular work day," and is not eligible for overtime pay, an hourly shift premium shall be paid for all hours worked.

**B. WORK WEEK**

The "regular work week" shall consist of five (5) eight-hour days, Monday through Friday. An employee may be required to work beyond the regular work week. The employee shall be paid for the overtime work at the appropriate rate, provided s/he has worked the regular work week.

**ARTICLE III  
BASIC COMPENSATION**

**A. RATES OF PAY**

Employees shall be compensated for all hours of work and paid leaves pursuant to wage rates set forth in Schedule A, a copy of which is attached hereto and incorporated herein by this reference as though fully set forth. Effective July 1, 2005 the base hourly wage rate in Schedule A shall be increased by the amount of \$ .91 per hour to a total of \$24.60. Effective July 1, 2006 the base hourly wage rate in Schedule A shall be increased by an amount equal to a 4% total package or to the District's percentage of allowable growth (See Section B below) as determined by the Iowa State Legislature for the fiscal year beginning July 1, 2006, whichever is greater. Effective July 1, 2007 the base hourly wage rate in Schedule A shall be increased by an amount equal to a 4% total package or to the District's percentage of allowable growth (See Section B below) as determined by the Iowa State Legislature for the fiscal year beginning July 1, 2007, whichever is greater.

**B. FRINGE BENEFIT VALUE**

The annual adjustment of the base hourly wage rate as determined in Section A above shall include any increase in actual cost to the employer of FICA, IPERS, long term disability insurance, travel accident insurance and life insurance.

**C. SUBSTITUTION**

An employee substituting for another shall be paid at her/his own rate per hour, or at the rate of the individual substituted for if that be higher for the hours involved.

**D. METHOD OF PAYMENT**

Pay days shall be established by the payroll department prior to the beginning of each work year. Normally, pay days shall be every other Friday, except when such Friday falls on a holiday, in which case the pay day shall be on the last previous working day.

**ARTICLE IV  
OVERTIME**

Time and one-half shall be paid for all work performed after forty (40) hours in one regular work week. Twice the regular rate shall be paid for all work performed on Sundays and holidays.

No overtime shall be worked without the prior approval of the responsible administrator.

## **ARTICLE V SALARY REDUCTION/GROUP INSURANCE**

### **A. HEALTH INSURANCE**

Bargaining unit employees shall be eligible to purchase, at the employee's expense, any health and dental insurance under the same provisions and premium rates as those of other District employees.

### **B. SALARY REDUCTION**

Each employee will have the option of executing an annual election form for salary reduction of the employee's regular salary for all health and dental options available to other District employees under the same provisions, terms and conditions of said insurance policies and plans. The full yearly amount for the employee's share of the costs of the employee's insurance selections shall be deducted from the paychecks issued during the employee's work year.

### **C. MEDICAL REIMBURSEMENT ACCOUNT AND DEPENDENT CARE ACCOUNT**

All employees may participate, at no employee administrative cost, in the employer's medical reimbursement account and the dependent care account, which under IRS regulations, allows employees to pay for health care and dependent care from pre-tax dollars.

### **D. LIFE INSURANCE**

The school district shall provide a group term insurance plan which includes \$20,000 life insurance coverage, an additional \$20,000 for accidental death and dismemberment benefit in accordance with the policy in force.

### **E. LONG-TERM DISABILITY INSURANCE**

For each employee, the school district shall pay the premium for the plan in force on the effective date of this Agreement.

### **F. TRAVEL ACCIDENT INSURANCE**

For each employee, the school district shall pay the premium for the plan in force on the effective date of this Agreement.

### **G. TORT LIABILITY INSURANCE**

The school district shall pay the premium for liability insurance covering performance of job-related duties as provided in Chapter 670, Code of Iowa.

### **H. WORKERS' COMPENSATION**

If an employee qualifies for Workers' Compensation benefits, and the employee elects to have the school district supplement the benefits, the following procedures shall apply:

1. The school district shall pay the employee the employee's regular rate of pay for the number of days the employee has accumulated as sick leave.
2. The employee shall endorse and assign the Workers' Compensation payments to the school district for that period of time.
3. One (1) day of accumulated sick leave shall be deducted for each day of absence.
4. The employee shall retain the Workers' Compensation payments for periods of time following exhaustion of accumulated sick leave.

If an employee qualifies for Workers' Compensation benefits, and the employee elects not to have the school district supplement the benefits, the employee shall retain the Workers' Compensation benefits and the school district shall deduct from the employee's accumulated sick leave an amount of time proportionate to the amount of Workers' Compensation payments made to the employee.

The employee shall notify the school district of his/her option within three (3) days of receipt of the school district's notice to make such election. Failure to report within such time limit shall be treated as an election not to have the District supplement the benefits.

#### **I. DURATION OF INSURANCE CONTRIBUTIONS**

Except as otherwise provided in this Agreement, an employee is eligible for monthly school district contributions as provided in this Section as long as the employee is employed by the District. Upon termination of employment, all school district contributions shall cease on the last day of the month in which the employee terminates.

#### **J. EFFECTIVE DATE FOR NEW EMPLOYEES**

Employees new to the District shall be covered by the school district insurance program as soon after employment as the terms of the respective policies permit.

#### **K. CLAIMS AGAINST THE SCHOOL DISTRICT**

The school district's only obligation under this Article is to purchase insurance policies and pay such premium amounts as agreed to herein, and no claim shall be made against the school district as a result of a denial of insurance benefits.

#### **L. ELIGIBILITY**

For purposes of this Article, it is understood and agreed by the parties that group insurance shall be allowed only for those employees who are employed at least thirty (30) or more hours per week.

### **ARTICLE VI VACATIONS**

Earned vacation periods shall be determined as of July 1 of each year, and shall be used during the ensuing year. Employees shall receive vacation based upon their normal work week. Employees who normally work less than twelve (12) months shall receive a vacation period reduced pro rata (e.g. a nine-month employee shall receive three-fourths of the designated

vacation period.) The following schedule shall be used to determine vacation earned:

<u>Years of Completed Service</u> <u>As of July 1</u>	<u>Vacation Period</u>
28 years or over	6 weeks
21 years or over	5 weeks
14 years or over	4 weeks
7 years or over	3 weeks
1 year or over	2 weeks
Less than one year	Pro rata

An employee eligible for vacation may request a particular period of vacation. Upon receipt of a vacation request, the responsible administrator, in consultation with the employee, shall establish the vacation period.

Vacation shall be earned from the first day of employment. Upon leaving the employment of the District, the employee shall be paid her/his earned, but unused vacation, provided vacation time offered to an employee, but unused, shall not be compensated.

## **ARTICLE VII HOLIDAYS**

Employees shall be granted the following holidays with pay:

Labor Day	New Year's Day
Veterans Day*	President's Day*
Thanksgiving Day and Friday	Good Friday*
following Thanksgiving Day	Memorial Day
Christmas Day	Fourth of July (12 month employees only)

\*These holidays in the work calendar may fall on days other than the actual date of the holiday. This shall be determined by the district's school calendar.

If the holiday falls on Saturday, time off with pay shall be granted on the preceding Friday. If the holiday falls on Sunday, time off with pay shall be granted on the following Monday. Notwithstanding any other provision of this Article, if any holiday shall fall on a day when students are present, the school district may designate an alternate date on which such holiday shall be observed by giving thirty (30) calendar days notice thereof.

An employee may take the work day prior to or subsequent to the holiday with loss of pay on the work day, but with pay on the holiday, provided s/he has received approval of the responsible administrator. This approval must be requested at least four (4) calendar days prior to the holiday. Unexcused absences before or after a holiday shall cause a forfeiture of pay for both the day of the unexcused absence and the holiday.

## **ARTICLE VIII LEAVES OF ABSENCE**

### **A. PERSONAL ILLNESS OR DISABILITY**

Employees shall be granted leave without loss of salary as follows:



At the beginning of employment	10 days (pro-rated)
The second year of employment	11 days
The third year of employment	12 days
The fourth year of employment	13 days
The fifth year of employment	14 days
The sixth year of employment and each subsequent year	15 days

Personal illness or disability leave shall be pro-rated, depending on the number of hours per day the employee works. Personal illness or disability leave may be accumulated to a maximum of one hundred ninety (190) days for 10-month employees, two hundred ten (210) days for 11-month employees and two hundred thirty (230) days for 12-month employees. Personal illness or disability leave pay shall be approved by the responsible administrator after submission of an Absence From Duty form. A request may be made for a certificate from a medical doctor from those individuals who are frequently absent from their duties because of illness or from those who are absent for an extended period of time.

The school district may grant a leave of absence without pay if an employee has exhausted all accumulated personal illness or disability leave and continues to be ill.

#### B. ILLNESS IN THE FAMILY

In the event of illness in the immediate family, an employee may be granted up to three (3) days of absence without loss of salary or deduction from personal illness or disability leave. The immediate family shall be construed to mean father, mother, son, daughter, wife, husband, brother, sister, mother-in-law, or father-in-law. Unused family illness leave may accumulate up to 10 (ten) days.

#### C. BEREAVEMENT

In the event of death in the immediate family, an employee shall be granted a leave of absence not to exceed five (5) days, at the time of such death. The leave granted shall be without loss of salary or deduction from personal illness or disability leave, but it shall not be cumulative.

The immediate family shall mean father, mother, son, daughter, husband, wife, brother, sister, mother-in-law, father-in-law or grandchild. In case of death of other relatives, one (1) day of absence with full pay shall be granted. Other relatives shall be construed to mean son-in-law, daughter-in-law, grandmother, grandfather, sister-in-law, brother-in-law, aunt or uncle.

The death of some other person may warrant the same treatment as listed for one of the above categories. Such cases will be considered on an individual basis.

The amount of leave allowed under this provision is subject to the discretion of the responsible administrator and the granting or withholding of such leave shall not be precedential.

#### D. EMERGENCY

Leave for situations that arise that are emergency in nature may be requested using personal leave, Article VIII, Section E.

**E. PERSONAL LEAVE**

It is recognized that certain personal matters cannot be cared for after school hours, on weekends, or during vacation periods. Each employee shall be allowed two (2) days personal leave, the scheduling of which shall be subject to the approval of the responsible administrator with 24 hours notice, except in cases of emergency. The employee may be required to confirm in writing the emergency situation that caused the request. However, such requirement of scheduling approval shall not be construed as to preclude the employee from using the personal leave days during the contract year. Such leave shall not be deducted from regular sick leave, and if unused at the end of the fiscal year, shall accumulate as days of sick leave.

**F. JURY DUTY**

If an employee is called for jury duty, s/he shall continue to receive full salary compensation less the amount of money paid him/her for such service. Application for leave for jury duty should be made to the Superintendent or designee. When a juror is not required to do full-time jury service, s/he is expected to report for regular work.

**G. MILITARY**

Military leave shall be granted in accordance with applicable law. Employees who are subject to state or federal military reserve duty shall make every reasonable effort to arrange for reserve military training when school is not in session.

**H. GENERAL LEAVE**

An employee may apply for a general leave of absence without pay or benefits. A leave of absence may be granted for reasons deemed appropriate by the Superintendent or designee.

**I. PRO RATA**

When leaves are authorized with pay, employees who work less than forty (40) hours per week shall be compensated based upon their normal work day.

**ARTICLE IX  
SENIORITY RIGHTS**

**A. DEFINITION**

For the purpose of this Article, seniority shall mean total continuous years of service in the school district.

**B. POSITION CHANGES**

In the event of the creation of new positions or promotions, seniority rights shall prevail where qualifications justify. If disagreements or grievances are filed regarding qualifications, an arbitration committee consisting of the following persons shall have final decision: Executive Director - Human Resources, Manager - Buildings and Grounds, two (2) organizational representatives who must be employees of the District and the trade foreman.

### C. LAY OFF

The school district, in its sole discretion, may determine that it is necessary to reduce the number of employees. In the event of lay offs, the employee with the least seniority shall be the first to be laid off, the next employee with the least seniority shall be the next employee laid off and so on in that progression.

The school district may override seniority if the remaining employees are not qualified to perform the necessary work.

Employees shall retain the right to recall in reverse order in which they were laid off for a period of one year after the date of lay off.

Temporary work assignments shall be offered to any employee on lay off before such work is offered to anyone not currently employed by the District. If the employee on lay off does not accept the temporary work assignment the District shall have the right to employ someone not currently employed by the District. Acceptance or rejection of a temporary work assignment shall not terminate an employee's recall rights as provided for in this Article.

Temporary assignments such as painting of playground markings, parking lot stripes, playground equipment, bleachers, fences and similar grounds related work shall not be subject to the provisions of Section C, paragraph four (4) of this Article.

Failure of a laid off employee to respond affirmatively to a certified letter from the school district within ten (10) calendar days shall result in termination of the employee's right of recall.

## **ARTICLE X HEALTH PROVISIONS**

### A. PHYSICAL EXAMINATIONS

Upon reasonable notice by the District, employees shall be required to have a triennial physical examination which shall include a basic tuberculin test.

After notice is given by the District, employees shall have until the last work day of the school year to submit the completed physical examination to the District.

The school district shall pay the entire cost of a physical examination required as a condition of continuing employment, except for the prescribed triennial physical examination.

## **ARTICLE XI EMPLOYEE EVALUATION**

New employees shall be evaluated in writing by the appropriate administrator or designee at least one (1) time during the first six (6) months of employment. Thereafter, employees shall be evaluated in writing at least one (1) time every three (3) years.

All written evaluations shall be based on an overall assessment of the employee's performance.

The administrator or designee shall hold a conference with the employee, and the employee shall receive a copy of the written evaluation. The completed evaluation form shall be signed by both

parties at that time. The employee shall have the right to respond, in writing, to the evaluation within seven (7) calendar days after the conference.

## **ARTICLE XII GRIEVANCE PROCEDURE**

### **A. DEFINITIONS**

1. Grievance: A grievance shall mean only an allegation that there has been a violation, misinterpretation, or misapplication of any of the specific provisions of this Agreement.
2. Grievant: As used herein, a "grievant" is the person(s) making the allegation.
3. Day: As used herein, "day" shall mean employee working day. The time limits provided herein may be extended by mutual agreement.

### **B. PROCEDURES**

- Step 1: Informal: An employee with a grievance shall first discuss it with the Manager-Buildings and Grounds or designee, with the object of resolving the matter informally.
- Step 2: If the grievance cannot be resolved informally, the grievant may file the grievance in writing, and, at a mutually agreeable time, discuss the matter with the Manager-Buildings and Grounds. The grievant shall present to the Manager-Buildings and Grounds a written copy of the grievance within ten (10) days of the date of occurrence of the alleged violation. The written grievance shall state the nature of the grievance, the specific provisions of the Agreement allegedly violated and the relief requested. The Manager-Buildings and Grounds shall make a decision on the grievance and communicate it in writing to the employee within ten (10) days after receipt of the grievance.
- Step 3: In the event a grievance has not been satisfactorily resolved at step two, the grievant may file the grievance in writing, and at a mutually agreeable time, discuss the matter with the Associate Superintendent - Human Resources. The grievant shall present to the Associate Superintendent - Human Resources a written copy of the grievance within seven (7) days of the written decision at step two by the Manager-Buildings and Grounds. The Associate Superintendent - Human Resources shall make a decision on the grievance and communicate it in writing to the employee within ten (10) days after the receipt of the grievance.
- Step 4: If the grievance remains unresolved, the grievant may file the grievance in writing with the Superintendent or designee. The grievant shall present to the Superintendent or designee a written copy of the grievance within seven (7) days of the administrator's written decision at step three. Within ten (10) days after such written grievance is filed, the grievant and Superintendent or designee shall meet to consider the grievance. The Superintendent or designee shall make a decision on the grievance and communicate it in writing to the employee within ten (10) days after such meeting.
- Step 5: If the grievance is not resolved satisfactorily at step four, the grievance may be submitted to impartial, binding arbitration. To enter such arbitration, the Union shall

submit a written request on behalf of the Union and the grieving employee(s) to the Superintendent within thirty (30) days from receipt of the step four answer. The arbitrator shall be selected by the two parties within seven (7) days after said notice is given. If the two parties fail to reach agreement on an arbitrator, within seven (7) days the American Arbitration Association shall be requested to provide a panel of at least seven (7) arbitrators, from which a selection shall be made in accordance with its practices.

The cost for the services of the arbitrator, and the cost of the hearing room shall be borne equally by the school district and the Union. Expenses relating to either party's representatives or witnesses, and other expenses incurred by either party in presenting its case shall be borne by each party. A transcript or recording shall be made of the hearing at the request of either party; however, the party requesting the copy of the transcript or recording shall pay for such copy.

The arbitrator so selected shall hold hearing(s) unless such hearing(s) are waived, and shall issue her/his decision not later than twenty (20) days from the date of the close of the hearing(s). The arbitrator, in his decision, shall not amend, modify, nullify, ignore or add to the provisions of the agreement. His authority shall be strictly limited to deciding only the issue or issues presented to him, and his decision must be based solely and only upon his interpretation of the meaning or application of the expressed relevant language of the Agreement. The decision of the arbitrator shall be final and binding on the parties.

#### C. REPRESENTATION

The grievant shall be present at all meetings, and at the option of the grievant, may be represented at such meetings by a representative of the Union.

#### D. MISCELLANEOUS

Failure to file a grievance within the stipulated time or failure to appeal the grievance from one level to another within the stipulated period therein shall constitute a waiver of the grievance. Failure of the responsible administrator to render a decision within the stipulated time shall constitute a denial and permit appeal to the next level.

If the Union or any employee files any grievance or complaint in any forum other than under the grievance procedure of this Agreement, then the school district shall not be required to process the same claim or sets of facts through the grievance procedure.

### **ARTICLE XIII MISCELLANEOUS**

#### A. NOTICES

Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so by telegram or letter at the following designated addresses, or at such other address as may be designated by a party in written notification to the other party.

1. If by Union, to school district at: The Superintendent's Office  
346 Second Avenue SW  
Cedar Rapids, Iowa 52404
2. If by school district, to Union at: Joe Rasmussen  
PPME Local 2003  
P. O. Box 69  
Alburnett, Iowa 52202

#### **ARTICLE XIV COMPLIANCE CLAUSES AND DURATION**

##### **A. SEVERABILITY**

If any provision of this Agreement shall be declared illegal by a court of competent jurisdiction, then such provision shall be deleted from this Agreement to the extent that it violates the law. All other provisions, not affected by those provisions which have been invalidated, shall remain in full force and effect.

##### **B. FINALITY**

The parties acknowledge that during negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the school district and the Union for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement. The foregoing shall not, however, preclude the parties mutually agreeing to an amendment of this Agreement, nor preclude any party from proposing the negotiation of any item for the purpose of such amendment.

##### **C. TERM**

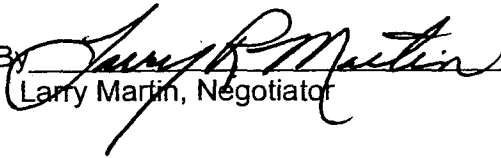
This Agreement shall be effective as of July 1, 2005 and shall continue in effect through June 30, 2008 except that either party may reopen Article V, A and B, by providing notice to the other party prior to November 15 of any contract year.

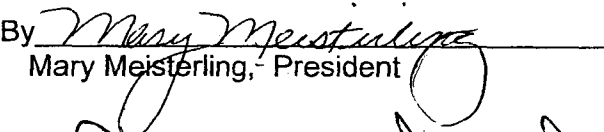
D. SIGNATURE CLAUSES

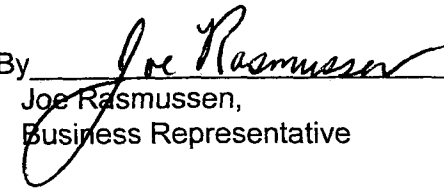
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective representatives, and their signatures placed thereon, all on the 13<sup>th</sup> day of June, 2005.

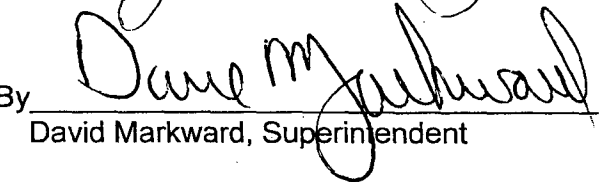
PUBLIC, PROFESSIONAL &  
MAINTENANCE EMPLOYEES,  
LOCAL 2003  
PO BOX 69  
Alburnett, Iowa 52202

CEDAR RAPIDS COMMUNITY  
SCHOOL DISTRICT  
in the County of Linn,  
State of Iowa

By   
Larry Martin, Negotiator

By   
Mary Meisterling, President

By   
Joe Rasmussen,  
Business Representative

By   
David Markward, Superintendent

## SCHEDULE A

### PAINTERS' HOURLY ADJUSTMENT

Hourly rate for 2005-2006: \$ .91 increase for a new hourly rate of \$24.60\*\*.

Painter, Foreman	\$1.50
Spray Painting	.65
Epoxy Application	.65
Glazing	\$1.30
Swing Stage	.50
Shift Premium**	.84

\*\*Applies to work defined in Article II, Section A.



